

AGREEMENT TO FURNISH ENGINEERING SERVICES
FOR
THE PREPARATION OF THE WATER QUALITY MONITORING
AND RESPONSE PROGRAM FOR THE CALIFORNIA STREET LANDFILL

This AGREEMENT is made and entered into as of this 7th day of April, 1992, by and between

City of Redlands Public Works Department,
Utilities Division, hereinafter referred
to as "OWNER"

and
Kleinfelder, Inc., hereinafter referred
to as "ENGINEER".

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties do hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

- 1.1 The OWNER hereby engages the ENGINEER and the ENGINEER hereby accepts the engagement to perform for hydrogeological services for construction of monitoring wells at the California Street Landfill and prepare the Solid Waste Assessment Test Report, hereinafter referred to as Project.
- 1.2 All services under this AGREEMENT shall be done in a professional manner, and the ENGINEER represents that the firm employs those with the demonstrated skill and the professional expertise necessary to provide services under this AGREEMENT.
- 1.3 The ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers providing the same type of services, for the professional and technical soundness, accuracy and adequacy of all reports, designs, drawings, specifications, and other services and materials furnished under this AGREEMENT.

ARTICLE 2 - SERVICES OF THE ENGINEER

- 2.1 The ENGINEER shall perform the services required for the Project as defined in Attachment A, Scope of Work.
- 2.2 The following additional services may be provided by the ENGINEER when requested and approved by the OWNER and agreed to by the ENGINEER:
 - Additional meetings with the City and/or CRWQCB.
 - Other services not specified elsewhere in the AGREEMENT.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

- 3.1 The OWNER shall place at the disposal of the ENGINEER all available information pertinent to the Project, including previous reports and any other data relative to the Project.
- 3.2 The OWNER shall provide access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his services under this AGREEMENT.
- 3.3 The OWNER shall provide all environmental assessments or impact reports required for this project and not otherwise specifically required to be provided by the ENGINEER.
- 3.4 The OWNER shall designate in writing a person to act as the OWNER'S representative with respect to the services to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 The ENGINEER shall proceed with the engineering services set forth in Article 2 in accordance with the schedule defined in Attachment B: Schedule.
- 4.2 The ENGINEER shall proceed with the services under this AGREEMENT promptly and shall prosecute them diligently.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For the services performed under Article 2, Owner shall pay the ENGINEER on a time and materials basis at the hourly rates shown in Attachment D, Schedule of Rates, except as provided herein. The manhour estimates and total project budget are shown in Attachment C, Fee Proposal. The total amount of compensation for the Project shall not exceed the total shown in Attachment C, Fee Proposal, unless the scope of the Project is materially changed and agreed to by the Parties.
- 5.2 Payment for additional services requested by the OWNER per Article 2.2 shall be in accordance with a separately negotiated fee or in accordance with the hourly rates shown in Attachment D: Schedule of Rates.
- 5.3 ENGINEER agrees that at the point 75 percent of budgeted costs have been expended for the Project, the ENGINEER will notify the OWNER in writing, including a brief report on job status,

percent complete, analysis of budget, and envisioned expenses to complete the contractual effort. The budget shall not be exceeded except if previously approved by OWNER.

- 5.4 The ENGINEER shall bill the OWNER within ten (10) days following the close of each month by submitting an invoice indicating the work performed, who performed the work, under which subtask in the Project budget the work was performed, indirect costs, and if requested, the detailed cost of all work including back-up documentation. Payments by OWNER to ENGINEER shall be made within 30 days after receipt and approval of ENGINEER'S invoice, by warrant payable to the ENGINEER.
- 5.5 All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

TO OWNER: GARY G. PHELPS
PUBLIC WORKS DEPARTMENT
Utilities Division
P. O. Box 3005
2 E. Citrus Avenue
Redlands CA 92373

TO ENGINEER: DOUGLAS ISBELL
DIRECTOR OF SOLID WASTE
KLEINFELDER, INC.
1370 Valley Vista Drive
Suite 150
Diamond Bar, CA 91765

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 ENGINEER shall maintain worker's compensation insurance and, in addition, shall maintain insurance to protect OWNER from claims for damage due to bodily injury, personal injury, or death and claims for injury to or destruction of tangible property while performing the services covered by this AGREEMENT. Said public liability and property damage insurance shall be in a minimum combined single limit of \$1,000,000, and in the aggregate. The OWNER shall be named a primary additional insured on insurance coverage for public liability and property damage. The ENGINEER shall provide OWNER with a certificate evidencing such insurance coverage.

- 6.2 ENGINEER agrees to maintain professional liability insurance pursuant to this paragraph to protect OWNER from negligent acts, errors or omissions of a professional nature; the total aggregate of ENGINEER'S professional liability insurance coverage shall be a minimum of \$500,000 per occurrence and 1,000,000, in the aggregate.
- 6.3 ENGINEER agrees to indemnify, hold harmless and defend OWNER and any and all of their elected officials, officers, agents, engineers, and employees from and against all claims, loss, damage, charge or expense, to which they or any of them may be put or subjected to arising out of or resulting from any willful misconduct or negligent act or actions, omission or failure to act on the part of the ENGINEER, his contractors, his suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable in the performance of the services described in this AGREEMENT.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 In the event of any legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, expenses, including attorney's fees, as may be set by the Court.
- 7.2 The ENGINEER shall not sublet or assign any of the services covered by this AGREEMENT, except with the prior written approval of the OWNER and in strict compliance with the terms, provisions, and conditions of the AGREEMENT.
- 7.3 The key ENGINEER'S personnel proposed for the Project are as follows:

Douglas Isbell, Project Manager
Katrina Lyons, Assistant Project Manager
Ed Trosper & Tim Crandall, Hydrogeology
Cambiz Gholanshahi, Statistical Analysis

ENGINEER agrees that these key people shall be made available and assigned to the OWNER'S Project, and that they shall not be replaced without concurrence from the OWNER.

- 7.4 It is understood and agreed by and between the parties that all documents, records, drawings, designs and specifications, cost estimates, and other project documents developed by the ENGINEER pursuant to this AGREEMENT shall become the property of OWNER and shall be delivered to OWNER upon completion of services. Any reuse of such documents for other projects and any use of incomplete documents shall be at the OWNER'S sole risk.

7.5 ENGINEER is for all purposes an independent contractor. All qualified personnel provided by ENGINEER pursuant to the provisions of this AGREEMENT are to be employed by ENGINEER for his account only, and in no event shall ENGINEER or any

personnel retained by him be deemed to have been employed by the OWNER or engaged by the OWNER for the account of or on behalf of the OWNER.

7.6 Unless earlier terminated, as stipulated below, this agreement shall terminate upon completion and acceptance by the OWNER of all services approved for performance under Article 2 of this AGREEMENT.

7.7 This AGREEMENT may be terminated in writing by either party in the event of failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party: providing, that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

7.8 If this AGREEMENT is terminated by the OWNER for reasons of default by the ENGINEER, an adjustment to ENGINEER'S compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs to the OWNER occasioned by the ENGINEER'S default. If termination for default is effected by the ENGINEER, the adjustment in compensation shall provide for payment to the ENGINEER to include a reasonable profit for services rendered and reimbursement for expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm and approved by OWNER prior to the termination.

7.9 Upon receipt of a termination notice, the ENGINEER shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing services under this AGREEMENT.

7.10 ENGINEER shall maintain books and accounts of all project related payroll costs and all expenses and incidental expense. Books shall be available at all reasonable times for examination by the OWNER at the office of the ENGINEER.

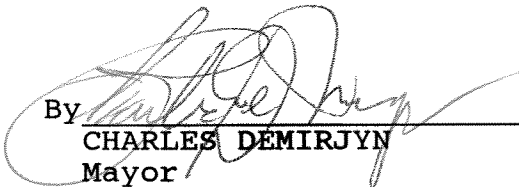
7.11 This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT to be effective shall be in writing and signed by the OWNER and ENGINEER.

7.12 This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.


IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this AGREEMENT.

CITY OF REDLANDS

KLEINFELDER, INC.

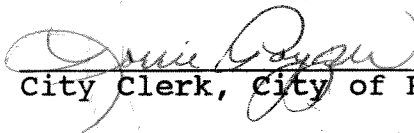
By 

CHARLES DEMIRJYN
Mayor

By 

DOUGLAS ISBELL
Director of Solid Waste

ATTEST:



Julie Payne
City Clerk, City of Redlands

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT
MUNICIPAL/UTILITIES

ATTACHMENT A

SCOPE OF WORK

Task 1:

Data Collection and Review. Kleinfelder will complete a review of the existing water monitoring system and WDR information for the landfill in our files and City files.

Task 2:

RWQCB Contact and Discussions. Kleinfelder and City staff will need to meet with the RWQCB in order to clarify the format and content of the Program and financial assurance documents (e.g., the RWQCB may want both elements in the same document). Prior to the meeting, a proposed plan will be developed with the City for presentation to the RWQCB. The meeting will be held with an agenda and goals for the meeting clarified.

Task 3:

Prepare Water Quality Monitoring and Response Program Document. The document will be prepared by completion of four subtasks as follows:

Subtask 3.1 Monitoring System Assessment. Kleinfelder will assess the technical adequacy of the existing monitoring system at the landfill and propose modifications as needed to meet the regulatory requirements. The system will need to be evaluated and modifications suggested for all three monitoring elements: detection, evaluation and corrective action.

Subtask 3.2 Propose Water Quality Standards. Once the monitoring system plan is in place, existing and anticipated information will need to be evaluated in order to propose to the RWQCB the parameters and trigger values for those parameters that will be used to determine if there has been a release. These "Standards," if exceeded, trigger the evaluation monitoring program. Therefore, it is important that the suggested water quality standards are not unduly restrictive.

Subtask 3.3 Statistical Method Evaluation and Selection. In addition to determining the parameters and trigger values of concern, the regulations require that a statistical evaluation method be proposed by the landfill owner/operator. Kleinfelder will analyze the existing and anticipated data and, after testing the method where feasible for false-positive indications, will propose a statistical evaluation method consistent with the regulations and scientific principles.

Subtask 3.4 Monitoring Program Description. The results of Subtasks 3.1 through 3.3 are then combined into the monitoring program document.

Task 4:

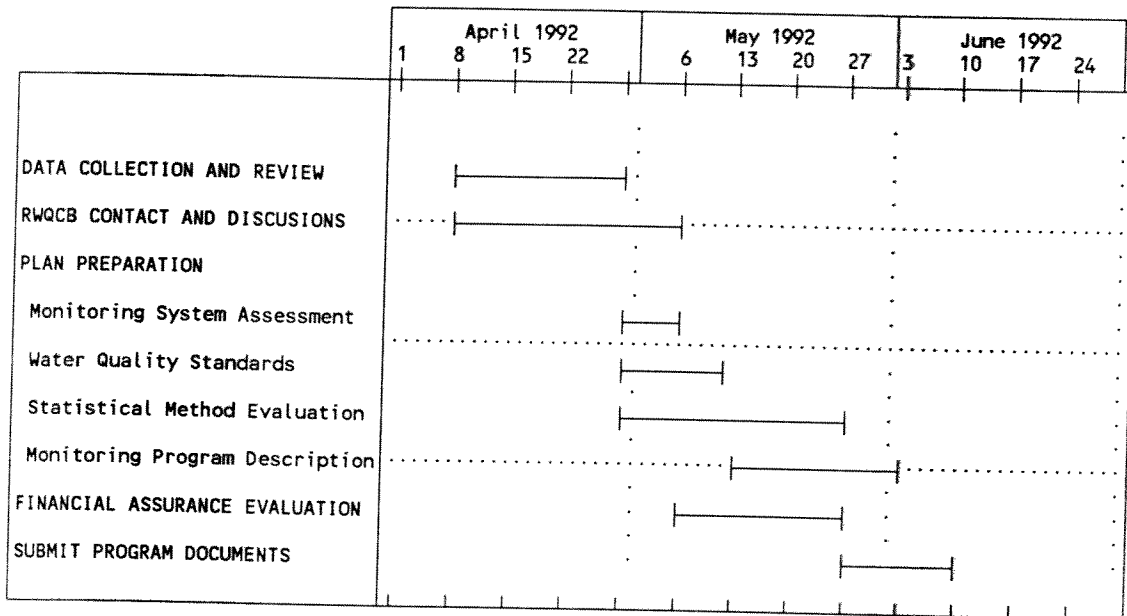
Financial Assurance Evaluation. Kleinfelder will utilize the results of Task 3 to specify a "known or reasonably foreseeable" release scenario and estimate the cost of remediating that release. These costs will then be used by the City to obtain a financial assurance mechanism.

Task 5:

Submit Program Documents. Kleinfelder will compile the information necessary in the format acceptable to the RWQCB, as agreed in Task 2, and prepare the Program documents. Three draft and five final copies of the document will be prepared.

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT
MUNICIPAL/UTILITIES

ATTACHMENT B
SCHEDULE



CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT
MUNICIPAL/UTILITIES

ATTACHMENT C

FEE PROPOSAL

Task	Description	Hours	Cost
1	SITE VISIT AND DATA COLLECTION	20	\$2,000
2	RWQCB CONTACT AND DISCUSSIONS	22	\$2,500
3	WATER MONITORING AND RESPONSE PROGRAM		
3.1	Financial Assurance	56	\$5,300
3.2	Monitoring System Assessment	12	\$1,100
3.3	Propose Water Quality Protection Standards	34	\$3,300
3.4	Monitoring Program Description	80	\$8,300
3.5	Description of Statistics	27	\$2,500
4	REVIEW AND SUBMITTAL	58	\$4,000
	Expences		\$400
Total		309	\$29,400

CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

MUNICIPAL/UTILITIES

ATTACHMENT D

SCHEDULE OF RATES

PROFESSIONAL STAFF RATES*

Research Assistant	\$ 63/hour
Technical Writer	\$ 73/hour
Assistant Professional	\$ 75/hour
Staff Professional	\$ 86/hour
Project Professional	\$100/hour
Project Manager	\$105/hour
Senior Professional	\$115/hour
Senior Project Manager	\$120/hour
Principal Professional	\$130/hour
Senior Principal	\$160/hour
Special Consultant(s)	On Request

ADMINISTRATIVE/TECHNICAL STAFF RATES

Clerk/Typist	\$ 42/hour
Technical Typist	\$ 50/hour
Project Administrative Assistant	\$ 55/hour
Drafter	\$ 57/hour
Designer	\$ 65/hour
Senior Designer	\$ 75/hour
Field Technician	\$ 52/hour
Environmental Technician	\$ 62/hour
Senior Environmental Technician	\$ 67/hour